



Price Agreement Amendment

Page 1 of 1
Printed: 7/30/2004

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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AREA HYDRAULICS INC
810 QUAKER HWY
UXBRIDGE MA 01569

LIGHTS AND ACCESSORIES

Amendment Date: 07/27/2004
Original Award Date: 05/09/2003
Buyer: HILL, LISA M
Phone #: (401) 222 - 2142 ext. 116
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00274931

Effective Period:

06/01/2003 - 05/31/2005

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-327	B02198
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00274931 DATED 5/9/03. THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 5/31/05.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Notice of Price Agreement Award

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	AREA HYDRAULICS INC 810 QUAKER HWY UXBRIDGE MA 01569	LIGHTS AND ACCESSORIES	
		Award Number 68M00274931	Effective Period: 6/1/03 - 5/31/04

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 05/09/2003 Buyer: LISA HILL Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-327	B02198
Item		Unit	Unit Price
	6/1/03 - 5/31/04 MASTER PRICE AGREEMENT #327 THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor. AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.		

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V E N D O R	AREA HYDRAULICS INC 810 QUAKER HWY UXBRIDGE MA 01569	LIGHTS AND ACCESSORIES	
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-327	B02198
Item		Unit	Unit Price
	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056)</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>ROADWAY EQUIPMENT SAFETY LIGHTING: STROBE LIGHTS AND COMPONENT PARTS, AS PER BID SPECIFICATIONS.</p> <p>VENDOR WILL MAINTAIN AN ADEQUATE INVENTORY TO MAKE DELIVERIES WITHIN THE REQUIRED TIME FRAME. FAILURE TO MAKE DELIVERIES AS REQUIRED WILL RESULT IN CANCELLATION OF AWARD.</p> <p>THE PRICE DISCOUNT FROM LIST WILL BE APPLIED TO MOST CURRENT CATALOG IN EFFECT AT THE TIME OF THE BID OPENING.</p>		

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		Award Number 68M00274931	Effective Period: 6/1/03 - 5/31/04

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 05/09/2003 Buyer: LISA HILL Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-327	B02198
Item		Unit	Unit Price
	UPON RENEWAL, WHICH WILL BE A THE SOLE DISCRETION OF THE STATE, THE MOST CURRENT CATALOG IN EFFECT AT THE DATE OF RENEWAL WILL BE USED TO APPLY DISCOUNT.		
	WHELEN:		
1.0	ROOF MOUNTED STROBE LIGHT ASSEMBLY WITH TAKE DOWN LIGHTS 9M282000 WITH 9 MALY MANUFACTURER: WHELEN	EA	851.17
2.0	MINI HALO BACKUP STROBE LIGHT - TS200HC MANUFACTURER: WHELEN	EA	73.08
3.0	VP-22RR RED STROBE LAMP KIT MANUFACTURER: WHELEN	EA	197.00
4.0	CORNER STROBE LIGHT - 02-0362659-00 MANUFACTURER: WHELEN	EA	37.80
5.0	02-0361197-00 PAR 36S WITH AMBER LENS MANUFACTURER: WHELEN	EA	56.70
6.0	02-0361197-00 36S WITH RED LENS MANUFACTURER: WHELEN	EA	56.70
7.0	STROBE LAMP - 1200D HAP MANUFACTURER: WHELEN	EA	185.22
8.0	11-440405-000C RUBBER HOUSING GROMMET FOR 02-0361197-00 PAR 36S (AMBER & RED) MANUFACTURER: WHELEN	EA	10.00

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Department			Bid Number	Requisition Number
ADMINISTRATION		MPA-327	B02198	
Item		Unit		Unit Price
9.0	STROBE LIGHT 800D HAP MANUFACTURER: WHELEN	EA		143.64
10.0	80D STROBE BULB MANUFACTURER: WHELEN	EA		28.98
11.0	VP-22AA HIGH INTENSITY STROBE LAMP KIT MANUFACTURER: WHELEN	EA		197.00
12.0	EXT 30 CABLE HARNESS MANUFACTURER: WHELEN	EA		27.22
13.0	EXT 15 CABLE HARNESS MANUFACTURER: WHELEN	EA		7.50
14.0	AMBER MINI MAX RECTANGULAR STROBE BEAM - 702000AU MANUFACTURER: WHELEN	EA		69.93
15.0	UPS 64LX POWER SUPPLY UNIT MANUFACTURER: WHELEN	EA		223.00
16.0	CSP 660 POWER SUPPLY UNIT MANUFACTURER: WHELEN	EA		100.80
17.0	MICRO-EDGE - MCEOGEL MANUFACTURER: WHELEN	EA		143.00
18.0	9308 LO-PRO READY SPEAKER FULL ROOF LIGHT BAR WITH ALLEY AND TAKE DOWN LIGHTS - 9M288000 MANUFACTURER: WHELEN	EA		805.14

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Department			Bid Number	Requisition Number
ADMINISTRATION		MPA-327	B02198	
Item			Unit	Unit Price
19.0	SA-40 LO-PRO SIREN SPEAKER MANUFACTURER: WHELEN		EA	215.00
20.0	HA239C CLEAR HIDEAWAY STROBE MANUFACTURER: WHELEN WHELEN PRODUCT LINE (UNSPECIFIED) MOST CURRENT CATALOG DISCOUNT FROM LIST: 37%		EA	31.50
21.0	129 DOUBLE FLASH STROBE BULB MANUFACTURER: STAR		EA	22.00
22.0	181D POWER PACK UNIT MANUFACTURER: STAR		EA	54.20
23.0	200SD DOUBLE FLASH LOW PROFILE STAR STROBE MANUFACTURER: STAR STAR PRODUCT LINE (UNSPECIFIED) MOST CURRENT CATALOG DISCOUNT FROM LIST: 37% DELIVERY TIME FRAME FOR ITEMS SPECIFIED: NEXT DAY DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED. VENDOR CONTACT PERSON: JACK PENDELTON VENDOR TELEPHONE #: 508-272-6670 VENDOR FAX #: 508-278-5088		EA	77.05

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TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.